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April 11, 1997

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, DC 20554

RE: March 27, 1997 Filing of the National Telecommunications and Information Administration ("NTIA") in CC Docket No. 96-115

Dear Mr. Caton:

By this correspondence, U S WEST, Inc. ("U S WEST") registers our objections both to the timing and, in part, the content of the above-referenced filing by the NTIA. The bulk of the NTIA filing is untimely; and, in portions of its substance, represents an inaccurate reading of Section 222 of the Telecommunications Act of 1996 as well as inappropriate information and privacy policy. We explain our objections more fully below.

The NTIA Filing Is Untimely

The NTIA argues that it is "critical that the [Federal Communications Commission] . . . adopt a narrow definition of [the Section 222(c)(1) term]'telecommunications service,'"[1] so that Customer Proprietary Network Information ("CPNI") is not used too broadly by telecommunications carriers, because such would be contrary to customer expectations. Yet, the "criticality" of this situation is presented to the FCC -- and other filing parties -- in the Reply round of a Public Notice Request for Further Comments.[2] The NTIA filing fills 32 pages addressing matters which the Commission sought comment on last year,[3] without either

[1] NTIA at 13.

[2] See Public Notice, Common Carrier Bureau Seeks Further Comment On Specific Questions In CPNI Rulemaking, DA 97-385, 1997 FCC Lexis 923, rel. Feb. 20, 1997 ("Public Notice").

[3] On page 1 of the NTIA's filing, the first footnote expressly states that the filing is in response to the FCC's May, 1996 NPRM, In the Matter of Implementation of the Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other

explanation or apology for the lack of timeliness of the filing or the fact that it exceeds the page limit for Replies filed in response to the Public Notice.[4]

Herein, U S WEST provides comment on the NTIA submission.

The NTIA Submission Is Correct In A Few Particulars

The NTIA is correct in its observation that Section 222 expressly applies to all telecommunications carriers and in its argument that the Commission should construe the provision equally across all carriers.[5]

The NTIA's position that an opt-out process represents an appropriate process for securing customers' approvals is correct as a general position, most particularly in those situations where there is an existing business relationship between an individual and a corporate enterprise, and tracks its earlier findings with respect to its own telecommunications privacy investigation.[6]

The NTIA Submission Is Incorrect In Many Of Its Particulars

The Use Of Opt-Out Approvals Where There Is No Existing Business Relationship

To the extent the NTIA suggests that an opt-out process would be appropriate where there is no existing business relationship,[7] the NTIA's arguments should be rejected. They are put forth with no evidence to support the propriety of the position, and -- as U S WEST and others have clearly demonstrated -- such a process would be abusive where the foundation of an existing business relationship is absent.

Customer Information, Notice of Proposed Rulemaking, 11 FCC Rcd. 12513 (1996), and the remainder of the filing is replete with references to that NPRM. Comments to the NPRM were due June 11, 1996. Reply comments were due June 26, 1996. Clearly, the NTIA comments on the original NPRM are untimely.

[4] Reply comments were limited to 25 pages. The NTIA submission is 38, and only six of those pages are directly relevant to the matters raised in the Public Notice.

[5] NTIA at 3, 9, 18, 29.

[6] See "Privacy and the NII: Safeguarding Telecommunications-Related Personal Information," NTIA, U. S. Department of Commerce, 1995 ("Privacy Report"). See further discussion of this matter below and at note 12.

[7] NTIA at 27 n.35, 35.

The NTIA's advocacy that third parties should be permitted to benefit from a notice and opt-out process, because a Bell Operating Company ("BOC") affiliate should be able to utilize such a process,[8] is a bad argument both as a matter of statutory construction and public policy. The NTIA's notion of customer choice and control ("allowing consumers to determine whether they want CPNI to be made available"[9] to entities) would actually compromise customers' privacy expectations by requiring a model suitable for one "choice and control" situation to be extended to circumstances in which it is not appropriate.[10]

The NTIA's proposal is inappropriate because it treats the inaction of a consumer the same regardless of the nature of the relationship (including the absence of any relationship) between the entities seeking the approval. As demonstrated in U S WEST's earlier filed comments, consumer inaction in the face of a notice and opt-out communication from an entity where there is an existing relationship bears its own communicative aspect.[11] In the absence of an existing business relationship, the NTIA proposal would convert the "traditional" concepts associated with opt-out communications[12] to one where the customer either loses the benefit of

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[8] Id.

[9] Id. at 35.

[10] The NTIA argues that "if [customers] consent to having . . . CPNI provided to a carrier's affiliate, the [BOC] would also have to provide . . . CPNI to other nonaffiliated companies," (id.) utilizing a notice and opt-out model of approval if that was the approval model utilized with reference to the BOC affiliate. NTIA argues that this would "place control over CPNI in consumers' hands" because "consumers would be able to determine the level of privacy they want and whether they want to receive marketing materials for other services not only from affiliated companies, but also from unaffiliated companies." Id. at 36.

[11] See U S WEST's Mar. 27, 1997 Reply Comments at 17-18 ("U S WEST's Reply Comments") (demonstrating that customers are familiar with opt-out communications and their inaction is not the result of lack of reflection but is often reflective of their expression of approval).

[12] The NTIA proposed position appears at odds with the more precise position it took in its Privacy Report. For example, in discussing an approach called the "contractual approach," the NTIA observed that "in some circumstances, 'an individual's privacy can often be best respected when individuals and information users come to some mutually agreeable understanding of how personal information will be acquired, disclosed, and used.' Under this 'contractual approach' to privacy protection, *companies would inform their customers* about what sorts of personal information the firms intend to collect and the uses to which that information would be put. . . . The contractual approach reflects the hope that *individuals and the parties with whom they do business can agree*" about how such information should be used. Privacy Report at 20 (emphasis added, footnote omitted). While the NTIA did not support the adoption of a "pure" contractual approach, its adoption of "provider notice and customer consent" (id.) itself incorporates a notion of an existing business relationship (i.e., the provider is providing "something" to the customer). And see the Privacy Report discussion at 23, wherein the NTIA discusses certain privacy practices of on-line service providers with respect to their customers; and where it is stated that "Other companies may find it more cost effective to include a privacy notification in the written materials they send to consumers *to confirm the terms and conditions of the service agreement*. Still other firms may

the use of the information by a business it chooses to deal with (because the customer is unwilling to have the information released to third parties) or it would require the customer to affirmatively act to allow the information to be used.

The NTIA never explains why any individual consumer being served by a company should be deprived of the acknowledged benefits of information sharing because that same individual does not want his/her information shared with stranger third parties or should be burdened by having to provide an "affirmative written response"[13] to secure those benefits. The Commission has repeatedly refused to "strike the balance" between the protection of consumers' privacy expectations and competitive accommodation in the manner proposed by the NTIA. It should do so again.

The Benefits To The Public And Competition From Information Sharing

Furthermore, the NTIA's analysis on the matter of CPNI being shared with a BOC Section 272 affiliate ignores the beneficial contribution of information sharing not just with respect to individual customer satisfaction but to competition itself -- public benefits acknowledged not just by this Commission but the Courts, as well.[14] Nor does the NTIA explain why it reaches the competitive balance it proposes when it is true that 272(c) would not even come into play until after that affiliate was authorized to go into business, i.e., once the BOC had met the Section 271 checklist. As the Commission has correctly held, at that time the BOC and its affiliate should be able to "engage in the same type of marketing activities as other service providers"[15] -- competitors who will be sharing CPNI with their affiliates in order to enhance

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provide notice as one of the myriad inserts that they commonly include in *their customers monthly bills.* . . . This approach gives companies sufficient flexibility that they should be able to notify *their customers about their information practices*." The emphasized language demonstrates the persistent, although perhaps not explicitly discussed, assumption that within an opt-out notification process there is an existing business relationship between the entity communicating about the use of information and the recipient of the information. There is never any specific discussion of whether an opt-out communication would form the proper basis for third-party releases of information.

[13] NTIA at 35. This has been repeatedly acknowledged by the Commission, and the position found credible by appellate courts. People of State of Cal. v. FCC, 39 F.3d 919, 931 (9th Cir. 1994) (holding that the Commission's CPNI rules reflected a balancing of privacy and competitive interests that was not arbitrary and capricious).

[14] As demonstrated in U S WEST's Reply Comments in this filing round, such benefits have been espoused and endorsed, not just by this Commission, but by the courts. U S WEST's Reply Comments at 8-9.

[15] In the Matter of Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, as amended, First Report and Order and Further Notice of Proposed Rulemaking, 5 Comm. Reg. (P&F) 696, 783 ¶ 291 (1996) ("Non-Accounting Safeguards Order").

consumer welfare and provide the type of quality customer service and one-stop shopping that consumers desire and Congress found appropriate.[16]

The Breadth Of The Term "Telecommunications Service"

The NTIA is incorrect that the term "telecommunications service" should be construed narrowly.[17] The NTIA's analysis of this issue is founded on two arguments: clear Congressional intent expressed through the use of the "singular" article preceding the term in question and the fact that there are "discrete service offerings" involved in the provision of telecommunications service. Both arguments have been demonstrated to be incorrect.

First, NTIA argues that the FCC should narrowly construe the term "telecommunications service" because the statute clearly supports such a construction based on its use of the singular article preceding the phrase.[18] While a grammatical gloss of any piece of legislation is clearly warranted, the gloss that NTIA espouses is neither compelled by the statutory language nor in the public interest.[19] As U S WEST described in our earlier comments, the term "the

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[16] Id. at 709 ¶ 18 (noting that a Section 272 company could provide integrated offerings, similar to their competitors, and that such was consistent with the Act which meant to "give service providers the freedom to develop a wide array of service packages and allow consumers to select what best suits their needs"); id. at 707 ¶ 7 ("As firms expand the scope of their existing operations to new product lines, they will increasingly offer consumers the ability to purchase local, intraLATA, and interLATA telecommunications services, as well as wireless, information, and other services, from a single provider (i.e., 'one stop shopping') and other advantages of vertical integration."), id. at 779 n.717 (citing to the Conference Committee observation that "'the ability to bundle [a variety of telecommunications services] into a single package to create "one-stop shopping" will be a significant competitive marketing tool.'").

[17] In support of its position, the NTIA inaccurately subscribes to AT&T Corp.'s ("AT&T") support for this position. NTIA at 11 n.12 citing to AT&T's June 11, 1996 Comments. AT&T has, in fact, advocated exactly the opposite position. See AT&T's June 11, 1996 Comments at 12-14.

[18] NTIA at 11 and n.13.

[19] While statutory language is clearly the place any construing agency begins, it is a mistake to assume that a "simple" approach to such construction, one that ignores the results of the interpretation itself, is appropriate. Compare Mountain States Tel. & Tel. v. Pueblo of Santa Ana, 472 U.S. 237 (1985) (where the Supreme Court reversed the Tenth Circuit with respect to a statutory interpretation position where the Tenth Circuit held that "and" was a "conjunctive word" and therefore two actions were required to accomplish a certain result; the Court held that the Tenth Circuit "literal interpretation" would nullify the effect of other sections of the Act and that a different reading of the Act was more internally consistent and harmonized with the historical situation). While a narrow construction of Section 222(c)(1) might not nullify another section, the fact that such a construction would be at odds with customer market and privacy expectations and would, therefore, not promote the public interest is a material factor that must be incorporated into the interpretation itself.

telecommunications service" refers back to a definition that itself includes a plural reference.[20] Furthermore, the term could accurately be described as a "plural noun," in much the same way that "cable service" includes both basic tier and premium services. Indeed, a comparison of the language of the Cable Act[21] and Section 222 compels the conclusion that the grammatical gloss the NTIA claims drives the Commission to a narrow reading of Section 222(c) is simply not sustainable as a matter of statutory interpretation.[22]

Second, the NTIA argues that there are "discrete service offering[s]"[23] involved in the provision of telecommunications service. A broad reading of Section 222(c), it argues, would "create perverse incentives for carriers . . . to lump otherwise discrete service offerings together."[24] The NTIA presents no evidence to support either its "perversity" or "discrete service offering" position.[25] Contrary to the NTIA's arguments, what it claims to be "perverse" both Congress and this Commission have found to be abiding customer desires and appropriate

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[20] U S WEST's June 11, 1996 Opening Comments at 12 n.30.

[21] 47 USC § 551.

[22] We attached to this correspondence the pages of our June 11, 1996 Opening Comments that graphically demonstrate the similarity between the two provisions. This comparison makes clear that the grammatical argument NTIA proffers cannot carry the water of demonstrating "clear" Congressional intent, as its claim asserts.

[23] NTIA at 10, 13.

[24] Id. at 13 and n.16.

[25] NTIA makes the observation that "once the privacy of their personal information is assured, subscribers will undoubtedly be more willing to subscribe to new telecommunications service." Id. at 18. The NTIA position is not new. Indeed, a similar position was expressed in its Privacy Report at 1-2. The position is also not dissimilar from that being suggested by the Federal Trade Commission ("FTC") with respect to the use of Internet services, i.e., that companies need to develop privacy policies or individuals will shy away from or not use the Internet.

The problem with these observations is that they are totally unsubstantiated factually. The daily rate that individuals log-on to the Internet and the increased participation in that medium strongly suggests that individuals are not necessarily demanding the type of "assurances" the NTIA suggests they want. Furthermore, no party to this proceeding -- and certainly not the NTIA -- has demonstrated that customers currently are reluctant to "subscribe to new telecommunications services" because their privacy is not assured.

Indeed, just the opposite is the case. Survey data, already on the record, dating from 1979 to the present, demonstrates that individuals trust their telecommunications service providers and do not believe they improperly use or release information. Because of the existing assurances, reflected in the *status quo*, those individuals want to hear about new product and service information across a range of service components. No one has presented evidence of a "reluctance" to purchase or a greater willingness to purchase if specific approvals were necessary to access and use CPNI across those service components.

marketing responses to accommodate those customer desires.[26] Furthermore, the concept of "discrete services" the NTIA espouses is compromised by its own later acknowledgment that "the overall thrust of the Act, as well as economic and technological trends, are eroding the traditional distinction between intrastate and [interstate] service."[27]

As U S WEST, as well as others, have demonstrated factually and through survey evidence, at the end of the day, consumers expect to have their telecommunications needs met through the provision of "a" telecommunications service package. That package could well include a basic line, Caller ID, the customer's premises equipment ("CPE") to support the Caller ID offering, voice mail, and, perhaps, a TeenLine with toll restriction. As a matter of statutory construction, these package components need not be construed as "discrete" under Section 222(c)(1) anymore than basic cable, premium channels and pay-per-view offerings are considered discrete services within the overall term "cable service." Section 222(c)(1) can and should be read to allow the use of CPNI between and across these telecommunications service components. Furthermore, as a matter of public policy and consumer accommodation, the statute should be so construed.[28]

The Move Away From A Voluntary Framework

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[26] The fact that such is far from perverse is demonstrated by the citations and quotations in note 16.

[27] NTIA at 30 n.41. Compare the remark in the Privacy Report that "[a]lthough many consumers might have implicitly understood, in the past, that phone companies would use information collected about them for offerings tailored to their particular needs, subscribers to these more advanced networks may not understand that [information] collected about them for telephone and video service purposes could also be used to sell them on-line shopping services, for example." Privacy Report at 22. Again, the NTIA offers no evidence to support its speculative observation that customers' "implicit understandings" are different today than in the past. But, in any event, the types of services the NTIA addresses in this sentence are -- at least theoretically -- more "discrete" than the interexchange, local and wireless services that the NTIA maintains should form at least the minimum set of discrete services under a statutory interpretation.

[28] The NTIA attempts to buttress its argument for "narrow construction" on the theory that securing customer approval should be flexible and would include as an appropriate approval model a notification and opt-out process. Thus, as the NTIA sees it, if consumers really want CPNI used in the manner claimed by certain parties, "they will readily consent" to the use of CPNI for such purposes. NTIA at 12. This is not particularly an unreasonable position, in so far as it goes. As U S WEST has argued, the Commission can get to a state of customer accommodation either through a broad reading of Section 222(c) (which would result in less carrier notifications) or through a customer approval process that is flexible and accommodates a notice and opt-out approach. U S WEST Reply Comments, filed June 26, 1996 at 6.

The problem with the NTIA position is that it would allow third parties with no existing business relationship with customers to benefit from a notice and opt-out model. This would defeat the otherwise "flexible" nature of the customer approval process putting greater pressure on the need for a broad interpretation of the term "telecommunications service" in order to assure that customers' service expectations were not materially compromised.

Finally, the NTIA's advocacy for detailed regulation and prescription in the area of the customer approval process is disappointing.[29] As the NTIA acknowledges, its principles called for a "voluntary framework to address privacy concerns."[30] There is no evidence that carriers cannot craft and distribute customer notifications that would meet the requirements of a "full and fair" disclosure without prescriptive Commission action. As has been pointed out in earlier comments, Congress did not direct the Commission to hold a rulemaking proceeding or to adopt regulations with respect to Section 222 at all. Thus, absent Commission intervention, compliance with that provision could and would proceed along "voluntary" lines. It is disappointing that the NTIA departs from its "voluntary framework" approach here.

For all of the above-stated reasons, the NTIA filing should be found to hold little persuasive argument on the matters discussed above as being incorrect. We appreciate the consideration of the Commission of this communication.

Sincerely,

Kathryn Marie Krause

Kathryn Marie Krause

c: Richard A. Metzger
Dorothy Attwood
Karen Brinkmann

[29] NTIA at 21-23, 26-27.

[30] Id. at 8.

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JUN 11 1996

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Implementation of the	)	
Telecommunications Act of 1996:	)	
	)	CC Docket No. 96-115
Telecommunications Carriers' Use	)	
of Customer Proprietary Network	)	
Information and Other Customer	)	
Information	)	

U S WEST, INC.'S OPENING COMMENTS

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majority of customers would support, rather than oppose, information sharing leading to such offerings.[17] Asking customers to provide "affirmative" approval for such use simply asks them to perform a function that they need not perform for any other business in the United States and to take their valuable time to do it.[18]

B. Section 222, A Privacy Statute On Its Face, Should Be Construed Similarly To The Cable Privacy Subscriber Act. As The Elements Of Each Are Strikingly Similar

American consumers recognize privacy disclosure/notification models. Such are used extensively by the direct marketing industry. Furthermore, their use by the cable industry has set a market expectation with respect to the contents of the notification itself. A similar notification, then, by telecommunications carriers would be supported by a type of "message symmetry," bringing with it a greater likelihood that the disclosure will be read and understood.

Congress obviously did not intend to impose on the telecommunications industry a "privacy statute" model significantly different from that imposed on the cable industry -- an industry that, under the very same Act, will be in competition with traditional carriers.[19] Indeed, the more reasonable, and constitutionally permissible, interpretation of Section 222 is that Congress intended it to accomplish results similar to 47 USC Section 551, the privacy model imposed on the cable industry. Indeed, given the essential similarities between the Acts, such Congressional intent is almost inescapable. Thus, the Cable Act's requirements provide the most appropriate model for interpretive guidance.

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[17] Attached as Appendix B are copies of newspaper articles clearly suggesting that cable companies also see the benefit, both internally and externally, of such information sharing.

[18] 1991 USWC Comments, Appendix B at 6-7. And compare results of 1994 Louis Harris & Associates and Dr. Alan F. Westin for MasterCard International, Inc., and VISA, U.S.A., Inc. Survey ("1994 Harris Survey") on affiliate sharing referenced in 1994 USWC Comments, CC Docket Nos. 90-623 and 92-256 at 17-19.

[19] Indeed, the establishment of materially different commercial and market requirements would pose constitutional problems under the Equal Protection clause. Metropolitan Life Ins. Co. v. Ward, 470 U.S. 869 (1985).

A schematic of the salient provisions of the two Acts is found below. While the Acts are worded somewhat differently,[20] their approaches are similar.[21] Commercial business information, that also happens to be individually-identifiable to a customer, can be used:

Cable Act 47 USC § 551	Telecomm Act 47 USC § 222
• to render a cable service	• in the provision of the telecommunications service
• or other service (including any wire or radio communication service using facilities of a cable operator)	• or services necessary to, or used in, the provision of such telecommunications service
• shall provide notice regarding the nature of the information held, whether disclosures occur, etc.	• with the approval of the customer
• shall not disclose without written or electronic consent	• shall disclose to any person upon affirmative written consent

A cable operator is free to collect and use personally identifiable information for rendering a "cable service" (a singular term). The Cable Act does not divvy up that "service" into "traditional service" categories, such as "basic tier," "expanded basic tier," and "premium tier." Rather, the service being addressed is the cable service package the customer ultimately purchases. The same construction should apply to the term "the telecommunications service."

[20] For example, the Cable Act does not address the use of customer information in a company's possession. Rather, it addresses the collection of the information. But, like the 1996 Act, it does address disclosure to third parties.

[21] Aggregate information is addressed separately below at Section III.B.

A cable operator can make use of its individually identifiable subscriber information not only for "a cable service," but for other services as well, which include wire or radio communications services using the cable facilities. Thus, a cable company/carrier can, under the Cable Act, use its subscriber information for ancillary services provided over its network. It can also use that information to provide CPE or other types of services, if they are necessary for the provision of the service.[22]

Under the Cable Act, cable companies must provide subscribers with notice of their information practices, including the kind of information collected, how it is to be used, how long it is maintained, etc. Once the disclosure is made, the process is over. Section 222 should be construed to require no more from telecommunications carriers.[23]

Finally, the Cable Act requires that, absent certain identified exceptions, before a cable operator can release individually identifiable cable viewing information to a third party, a subscriber must provide "written or electronic consent." Under the Cable Act, it is the cable operator -- not the subscriber -- who makes the initial determination that a third-party disclosure might be appropriate. Having made a business decision to disclose, the cable operator must secure affirmative subscriber consent before doing so. Section 222(d) takes a different, and more commercially unfriendly, approach. It requires a telecommunications carrier to give away its valuable commercial information, at the written direction of a customer, regardless of whether the carrier deems it a sound commercial decision to release the information.[24]

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[22] Absent any regulatory intervention or interpretation, the phrase "necessary" could reasonably be construed to incorporate marketplace necessities and demands.

[23] For example, if a telecommunications carrier's customer communicates that he does not want CPNI used in the manner disclosed by the carrier, the carrier (like a cable operator) should have the option of granting the customer's request and restricting the use of the CPNI or advising the customer to seek another carrier. This latter option would be appropriate, of course, only if there were another telecommunications carrier available to the customer.

[24] Section 222(d). U S WEST does not here address the questionable legality of the discrimination created between telecommunications carriers and cable providers. For the purposes of these proceedings, it is sufficient

The comparison between the Cable Act and Section 222 compels the conclusion that Congress meant for similar statutory obligations to attend to each provider's practices. Thus, the FCC should construe them similarly.

II. IF NOT REJECTED ENTIRELY, THE PROPOSAL THAT SECTION 222(C)(1)(A) BE INTERPRETED AS REFERRING TO DIFFERENT DISCRETE SERVICES SHOULD BE MODIFIED

The Section 222 that came out of Conference bears literal witness to neither the predecessor Senate or House bills (S. 652 or H.R. 1555). While the Conference Report states that the Conferees "adopt[ed] the Senate provisions with modifications,"[25] it is patent that the ultimate Section 222(c) more resembles H.R. 1555 than the prior S. 652 provision.[26] Thus, it is not surprising that the FCC finds most of its "support" for its interpretive gloss from the House Report on H.R. 1555.[27]

Section 222 does not distinguish between exchange and toll services, as H.R. 1555 did. Nor does it prohibit the use of CPNI for cross-marketing between the two. From the absence of such references, the FCC could reasonably conclude that any prior determination to differentiate between the two (determinations that were themselves referenced in the supporting House Report) had been abandoned by Congress. Section 222 also makes no specific reference to CMRS. Nor did any prior legislative history. And, it is fair to say the Conference

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to note that Section 222(d) is comparable to the FCC's current requirement that BOCs/GTE provide CPNI to those engaged in the sale of enhanced services or CPE, upon customer request. Section 222(d) simply expands the scope of the existing obligation to include other third parties offering other services. It does not, as some are arguing, require that "carriers must obtain prior permission 'in writing' from their customers in order to use CPNI for any reason not directly related to the provision of basic phone service." First! Your Story Request, Individual, Inc., Order No. 900866#. As the FCC notes, Congress used the term "written request" in Section 222(d) and the word "approval" in Section 222(c), suggesting Congress meant something different by the two terms. Notice ¶¶ 29-33.

[25] Conference Report on S. 652 at 205.

[26] NYNEX pointed this out in its Petition. See NYNEX Petition, Mar. 5, 1996 at 6-8. Furthermore, H.R. 1555 had its own legislative predecessors in bills introduced in an earlier Congress by Representative Markey. In 1994, the FCC sought additional comment on rules governing CPNI and within this context U S WEST commented on then pending statutory proposals. See 1994 Public Notice, 9 FCC Rcd. 1685 (1994). 1994 USWC Comments at 32-46. We address those statutory proposals again here at Section I.A.

[27] See House Report No. 104-204 at 89-91.